

CONTRACT OF EMPLOYMENT

1. Parties

(1) **Name and address of Employer:** NAME OF COMPANY referred to as "NAME OF COMPANY" or "The Employer".

(2) **Name and address of Employee :** _____ UK, referred to as "you" or "the employee".

2. Date of Employment

Your employment will commence on **DATE**

Your period of continuous employment for the purposes of the Employment Rights Act 1996 commenced on the **DATE**.

3. Nature of Employment

You are employed as _____ and shall carry out such duties as shall from time to time be assigned to you by the Employer or by its (Client Name). You will be expected, on an on-going basis, to report to, (Client Name).

You are not authorized to bind NAME OF COMPANY or its client (Client Name) in any contract for sale or provision of services by them unless as authorized by the Client CEO or its designated representative.

You agree that you will spend the whole of your time and attention on the business of NAME OF COMPANY and its clients during normal working hours and that during the term of your employment with NAME OF COMPANY you will not engage in any other employment, occupation, consulting or other business activity.

4. Notice of Termination

In order to terminate the employment under this contract, except for the Summary Dismissal as defined in Section 15, you are required to give to NAME OF COMPANY, and NAME OF COMPANY, is required to give to you 1 months' written notice.

For termination purposes your date of hire is **DATE**.

NAME OF COMPANY reserves the right to pay the relevant net salary in lieu of notice.

After notice has been served by NAME OF COMPANY or you, NAME OF COMPANY may:

- (a) Require you to carry out no duties; or
- (b) Require you to remain away from the office; or
- (c) Require you to carry out such duties as NAME OF COMPANY may require, provided that such duties are of a standard appropriate to your job description.

For the avoidance of doubt, you would remain an employee of NAME OF COMPANY during the notice period and would continue to be bound by the terms of this contract.

The first three months of your employment is a probationary period during which either party can terminate the contract by giving the other party one week's notice in writing. NAME OF COMPANY reserves the right to extend the probationary period.

5. Remuneration

Your gross base salary with effect from DATE 2020 is (£ _____) per year.

In addition you will receive reimbursement for mileage on company business at the rate of £0.45 per mile up to a limit of £300 per month.

You be granted life insurance up to eight times your annual base salary. Benefits will be either through a company funded program or you will receive an allowance sufficient to personally purchase these benefits. We reserve the right to advise a maximum level for these benefits.

All these gross remuneration elements will be paid monthly in arrears net of tax and national insurance and shall be deemed to accrue from day to day based on a 5 day working week.

Salaries are normally paid by direct transfer to your bank account on approximately the twenty fifth day of the month, except that where such day does not fall on a working day payment will be made on the next working day.

You consent to the deduction from any sum otherwise payable to you by reason of your employment (or its termination) the value of any claim of whatever nature and in whatever capacity that NAME OF COMPANY or its client may bona fide have against you, including but not limited to overpayment of wages, overpayment in respect of expenses incurred by you in carrying out your duties, loans and advances which NAME OF COMPANY may from time to time make to you.

You further agree that NAME OF COMPANY has the right to deduct from your salary or other sums due to you a sum in respect of accrued holiday entitlement if at the date of termination of your employment you have taken holiday in excess of your accrued holiday entitlement.

Expenses

You shall be reimbursed all reasonable expenses properly incurred in the discharge of your duties in accordance with this contract and subject to any other instructions or regulations issued by NAME OF COMPANY or its client from time to time. As a pre-condition of payment, you will be expected to produce vouchers, receipts or other evidence of the expenses in respect of which you claim reimbursement. You will be reimbursed in full for your business fuel usage at the rate of £0.45 per mile for the first 10,000 miles and £0.25 per mile thereafter.

6. Place of Work

It has been agreed that you will use your home as your primary place of work as opposed to being based at an office location. Your contractual place of work will therefore be your home address: (ADDRESS, UK).

In addition, you will be required to work at such other places as NAME OF COMPANY (Client Name) may from time to time specify for the performance of your duties.

If NAME OF COMPANY requires you to change your residence it will reimburse such removal and other incidental expenses as it considers reasonable in the circumstances. In addition, you shall travel to such parts of the world as NAME OF COMPANY may

direct or authorize. If NAME OF COMPANY requires you to work outside the United Kingdom for a period of more than one month, it will provide you with written details of any terms and conditions which may apply to that work and your return to the United Kingdom.

7. Hours of Work

Your normal working hours will be from 9.00 a.m. to 5.30 p.m. on Mondays to Fridays. You will be entitled to an hour's lunch break during each working day.

However, in addition you shall be required to work at such other times as NAME OF COMPANY and (Client Name) may reasonably require to meet the needs of the business. You will not receive additional payment for such further work.

You accept that by signing this agreement you have agreed that regulation 4(1) of the Working Time Regulations 1998 shall not apply. You may terminate your agreement to this provision by giving one month's notice in writing.

8. Holidays

(a) Annual Holidays

Your annual paid vacation entitlement is **25** working days in each holiday year. Holiday entitlement will accrue pro-rata to each completed month of employment.

You are required to submit a holiday request form to your Line Manager for approval for all periods of leave.

The holiday year runs from January to December.

It is not normally permitted to carry forward holiday entitlement from one holiday year to the next, nor will payments in lieu be made in respect of holiday not taken in the relevant holiday year.

You must ensure that there is no unnecessary overlapping with the holidays of other staff that would be responsible for your duties whilst you are on holiday.

Holiday pay on termination of employment will be calculated by establishing the number of days' holiday accrued in the holiday year up to the date of termination and subtracting from this the number of days taken during the current holiday year. The number of days remaining, if any, will be paid.

(b) Bank Holidays and Public Holidays

In addition to annual holidays you shall be entitled to paid holidays on all UK statutory and public holidays together with any additional holidays awarded by The Employer.).

9. Sickness or Injury

If you are absent from work because of sickness or injury, the Company may in its absolute discretion continue to pay your base salary and continue your contractual benefits.

Length of Service Benefit

Less than 3 months none

More than 3 months 20 days

If you are prevented by sickness from performing your duties properly, you should report this fact promptly to your Line Manager or to another member of staff if the Line

Manager is not available, before 10.00 a.m. on the first day of sickness, together with an estimate of the period of absence envisaged. Any change in the estimated period of absence must be notified as soon as possible.

If the absence continues for more than 3 continuous working days a certificate from your doctor should be submitted explaining the nature of the sickness or injury.

During all periods of absence due to sickness or injury you should keep NAME OF COMPANY informed as to your likely date of return.

A Form SC2 (Self Certification of Sickness) is required in all cases of uncertified sickness.

If you are absent for more than 12 weeks in any 12-month period due to sickness or injury, then NAME OF COMPANY is entitled to terminate the employment notwithstanding any entitlement to disability insurance.

The Employer reserves the right to require you to undergo a medical examination by a medical practitioner of its choosing at The Employer's expense.

10. Maternity Leave/Maternity Pay/Parental Leave

Employees with the requisite period of service will, if pregnant, be entitled to maternity pay and maternity leave according to The Employer's maternity and paternity policy which may be amended from time to time.

Employees with the requisite period of service may be entitled to statutory parental leave.

Full details of the relevant regulations and entitlements may be obtained on request from your Line Manager.

11. Retirement

In accordance with the Employment Equality (Repeal of Retirement Age Provisions) Regulations 2011, there will be no compulsory retirement age.

12. Health and Safety

You are bound to comply with the duties imposed by the Health and Safety at Work Act 1974 or any substitution thereof or amendment or alteration thereto ("the Act") and the Health and Safety Regulations made or to be made under the Act and with the duties set out under section 7 of the Act which require you to:

- (a) Take reasonable care for the health and safety of yourself and of others who may be affected your acts or omissions at work;
- (b) as regards any duty imposed on NAME OF COMPANY, its client or any other person, co-operate with NAME OF COMPANY so far as is necessary to enable that duty to be performed or complied with.

13. Confidentiality

You must not during or after the termination of your employment use or disclose to any person (other than in the proper course of your employment with NAME OF COMPANY any information of a confidential nature relating to NAME OF COMPANY or to its business or trade secrets.

You may not make, otherwise than for the benefit of The employer or its clients any notes or memoranda relating to any matter within the scope of the business or concerning any of its dealings or affairs, nor shall you during the continuance of your employment or at any time after you have left the employment of NAME OF COMPANY use or permit to be used any such notes or memoranda. Any such documents made by you shall be the property of NAME OF COMPANY and shall be left at NAME OF COMPANY's registered office upon the termination of your employment. and all copyright in such notes or memoranda shall vest in NAME OF COMPANY.

14. Grievance Procedure

If you have any grievance relating to your employment you should raise it in accordance with the grievance procedure detailed to you by The employer. This grievance procedure does not form part of your contract of employment, save to the extent required by law.

15. Summary Dismissal

- (a) In the following circumstances, which are intended by way of example only of what may be regarded as gross misconduct, and not by way of a complete list, you will be dismissed summarily by written notice to operate from the date of such notice and you will not be entitled to any further payment under your terms of employment except such sum as has accrued and is due at the date of termination:
- (i) Refusing to carry out any proper direction given in the course of the employment
 - (ii) Improperly divulging to any third party any confidential or non-public information regarding NAME OF COMPANY, its employees, clients or any person with whom NAME OF COMPANY deals
 - (iii) Committing any act or divulging any information which is contrary to or damages the interests or objectives of NAME OF COMPANY or its clients.
 - (iv) Committing any criminal offence which in the opinion of NAME OF COMPANY makes you unsuitable for the type of work that you are employed to do or may reasonably be expected to do, or which makes you unacceptable to other employees
 - (v) Dishonest conduct
 - (vi) Violent, obscene or abusive behaviour towards third parties or other employees or officers of NAME OF COMPANY.

- (vii) Serious or willful breach of your duties
 - (viii) Attending the Employer's premises or engaging in Employer or client business whilst under the influence of alcohol or unlawful drugs.
- (b) Any other serious or irreparable act or omission by you may be regarded as gross misconduct where such act or omission is, in the reasonable opinion of NAME OF COMPANY likely to (or has) cause (d) serious harm to the business or reputation of NAME OF COMPANY or (Client Name).

16. Disciplinary Procedure

This disciplinary procedure does not form part of your contract of employment, save to the extent required by law, but NAME OF COMPANY believes that it is in the interests of good relations with its staff to ensure that there is a fair and proper disciplinary procedure. The procedure will be made available to you once you commence employment. NAME OF COMPANY may at its discretion vary or omit the disciplinary procedure.

18. Sexual Harassment

NAME OF COMPANY consider that sexual harassment in the workplace is unacceptable and will treat all complaints seriously.

If you feel that you have been subjected to sexual harassment you should raise the matter with your Line Manager under the terms of the grievance procedure set out in Clause 15 above.

An employee who is found to be the perpetrator of harassment will be liable to disciplinary action under the terms of the disciplinary procedure set out in Clause 17 above. NAME OF COMPANY may exercise its discretion as to the disciplinary measures which will be taken, depending on the nature of the conduct.

19. Data Protection

You agree that personal data relating to you (including sensitive personal data such as medical details) may to the extent that it is reasonably necessary about your employment or the business of NAME OF COMPANY or its clients::

- (a) be collected and held (in hard copy and computer readable form) and processed by NAME OF COMPANY; and
- (b) be disclosed to:
 - (i) other employees of NAME OF COMPANY and their group companies;
 - (ii) any other persons as may be reasonably necessary or as authorized by you; or
 - (iii) As otherwise required or permitted by law.

This consent applies regardless of the country to which the data is to be transferred. Where the disclosure or transfer is to a destination outside the European Economic Area, NAME OF COMPANY shall take reasonable steps to ensure that your personal data continues to be adequately protected, though you may no longer have rights under data protection law.

If you have any queries regarding your personal data, these should be raised with your Line Manager.

20. Deductions

You consent to the deduction from any sum otherwise payable to you because of your employment (or its termination) the value of any claim of whatever nature and in whatever capacity that NAME OF COMPANY may bona fide have against you, including but not limited to:

- (a) Overpayment of wages;
- (b) Overpayment in respect of expenses incurred by you in carrying out your duties;
- (c) Loans which NAME OF COMPANY may from time to time make to you; and
- (d) Advances on wages which NAME OF COMPANY may make from time to time.

You further agree that NAME OF COMPANY has the right to deduct from your salary or other sums due to you a sum in respect of accrued holiday entitlement if at the date of termination of your employment you have taken holiday more than your accrued holiday entitlement.

SIGNED by NAME
For and on behalf of NAME OF COMPANY

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Date.....

SIGNED by you

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Date.....